

# **EXHIBIT M**

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**From:** Gonzalez, Arturo J. <AGonzalez@mofo.com>  
**Sent:** Monday, December 11, 2017 2:15 PM  
**To:** James Baker; John Cooper  
**Cc:** Matthew Cate; UberWaymoMoFoAttorneys; Boies Service  
(BSF\_EXTERNAL\_UberWaymoLit@bsflp.com); Uber-sg@LISTS.SUSMANGODFREY.COM;  
QE-Waymo  
**Subject:** Proposed Stipulation

Yes, we agree. Please send us the one or two additional documents you will be producing since the first PMK is in 47 hours.

**ARTURO J. GONZÁLEZ**

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425 Market St. | San Francisco, CA 94105

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**From:** James Baker [mailto:jamesbaker@quinnemanuel.com]  
**Sent:** Monday, December 11, 2017 2:14 PM  
**To:** Gonzalez, Arturo J.; John Cooper  
**Cc:** Matthew Cate; UberWaymoMoFoAttorneys; Boies Service (BSF\_EXTERNAL\_UberWaymoLit@bsflp.com); Uber-sg@LISTS.SUSMANGODFREY.COM; QE-Waymo  
**Subject:** [EXT] Re: Proposed Stipulation

Does that mean you agree?

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**From:** "Gonzalez, Arturo J." <[AGonzalez@mofo.com](mailto:AGonzalez@mofo.com)>  
**Sent:** Monday, December 11, 2017 5:12 PM  
**To:** James Baker; John Cooper  
**Cc:** Matthew Cate; UberWaymoMoFoAttorneys; Boies Service ([BSF\\_EXTERNAL\\_UberWaymoLit@bsflp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflp.com)); [Uber-sg@LISTS.SUSMANGODFREY.COM](mailto:Uber-sg@LISTS.SUSMANGODFREY.COM); QE-Waymo  
**Subject:** Proposed Stipulation

Correct.

**ARTURO J. GONZÁLEZ**

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**From:** James Baker [<mailto:jamesbaker@quinnemanuel.com>]  
**Sent:** Monday, December 11, 2017 2:11 PM  
**To:** Gonzalez, Arturo J.; John Cooper  
**Cc:** Matthew Cate; UberWaymoMoFoAttorneys; Boies Service ([BSF\\_EXTERNAL\\_UberWaymoLit@bsflp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflp.com)); [Uber-sg@LISTS.SUSMANGODFREY.COM](mailto:Uber-sg@LISTS.SUSMANGODFREY.COM); QE-Waymo  
**Subject:** [EXT] Re: Proposed Stipulation

Arturo, as I explained on the call and again below, we need you to specifically agree to #1 as well. Thanks

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**From:** "Gonzalez, Arturo J." <[AGonzalez@mofo.com](mailto:AGonzalez@mofo.com)>

**Sent:** Monday, December 11, 2017 5:09 PM

**To:** James Baker; John Cooper

**Cc:** Matthew Cate; UberWaymoMoFoAttorneys; Boies Service ([BSF\\_EXTERNAL\\_UberWaymoLit@bsflfp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflfp.com)); [Uber-sg@LISTS.SUSMANGODFREY.COM](mailto:Uber-sg@LISTS.SUSMANGODFREY.COM); QE-Waymo

**Subject:** Proposed Stipulation

John,

This is fine for submittal to Magistrate Corley.

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**From:** James Baker [<mailto:jamesbaker@quinnemanuel.com>]

**Sent:** Monday, December 11, 2017 1:28 PM

**To:** John Cooper

**Cc:** Gonzalez, Arturo J.; Matthew Cate; UberWaymoMoFoAttorneys; Boies Service ([BSF\\_EXTERNAL\\_UberWaymoLit@bsflfp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflfp.com)); [Uber-sg@LISTS.SUSMANGODFREY.COM](mailto:Uber-sg@LISTS.SUSMANGODFREY.COM); QE-Waymo

**Subject:** [EXT] RE: Proposed Stipulation

Arturo and John,

Here's where I believe we are:

1. The parties have agreed to exchange information about the default setting for chat applications with "on" and "off the record" settings, and whether the litigation holds in this case address those applications and settings in any way. The parties have agreed that the disclosure of this information will not constitute a waiver of the attorney-client privilege, work product or any other applicable privilege or protection in any way in this or any other litigation, arbitration or investigation, and that the parties will not use the "sword/shield" doctrine or make similar arguments to argue for further disclosure of privileged information. Arturo is going to confirm that Uber agrees to this.
2. Once Arturo confirms, John will present the attached proposed order for Judge Corley's consideration. This proposed order is the same that was circulated two days ago, but Arturo should confirm that he agrees to this as well.

Thanks,

Jlm

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**From:** John Cooper [<mailto:JCooper@fbm.com>]

**Sent:** Monday, December 11, 2017 11:30 AM

**To:** James Baker <[jamesbaker@quinnemanuel.com](mailto:jamesbaker@quinnemanuel.com)>

**Cc:** Gonzalez, Arturo J. <[AGonzalez@mofo.com](mailto:AGonzalez@mofo.com)>; Matthew Cate <[MCate@fbm.com](mailto:MCate@fbm.com)>; UberWaymoMoFoAttorneys <[UberWaymoMoFoAttorneys@mofo.com](mailto:UberWaymoMoFoAttorneys@mofo.com)>; Boies Service ([BSF\\_EXTERNAL\\_UberWaymoLit@bsflfp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflfp.com)) <[BSF\\_EXTERNAL\\_UberWaymoLit@bsflfp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflfp.com)>; [Uber-sg@LISTS.SUSMANGODFREY.COM](mailto:Uber-sg@LISTS.SUSMANGODFREY.COM); QE-Waymo <[gewaymo@quinnemanuel.com](mailto:gewaymo@quinnemanuel.com)>

**Subject:** Re: Proposed Stipulation

Please send me an order that has been agreed to by all parties that I can forward to Judge Corley.

Sent from my iPhone; dictated to Siri

On Dec 11, 2017, at 8:15 AM, James Baker <[jamesbaker@quinnemanuel.com](mailto:jamesbaker@quinnemanuel.com)> wrote:

John,

We might have a couple revisions to the proposed order. I will let you know shortly.

Thanks,  
Jim

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**From:** Gonzalez, Arturo J. [<mailto:AGonzalez@mofo.com>]  
**Sent:** Saturday, December 9, 2017 10:53 AM  
**To:** James Baker <[jamesbaker@quinnemanuel.com](mailto:jamesbaker@quinnemanuel.com)>  
**Cc:** John Cooper <[JCooper@fbm.com](mailto:JCooper@fbm.com)>; Matthew Cate <[MCate@fbm.com](mailto:MCate@fbm.com)>; UberWaymoMoFoAttorneys <[UberWaymoMoFoAttorneys@mofo.com](mailto:UberWaymoMoFoAttorneys@mofo.com)>; Boies Service ([BSF\\_EXTERNAL\\_UberWaymoLit@bsflp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflp.com)) <[BSF\\_EXTERNAL\\_UberWaymoLit@bsflp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflp.com)>; [Uber-sg@LISTS.SUSMANGODFREY.COM](mailto:Uber-sg@LISTS.SUSMANGODFREY.COM); QE-Waymo <[gewaymo@quinnemanuel.com](mailto:gewaymo@quinnemanuel.com)>  
**Subject:** Proposed Stipulation

John,

This language is fine. Please present it to Magistrate Corley on Monday morning so that we can move this ball forward.

Arturo

Sent from my iPad

On Dec 8, 2017, at 8:48 PM, James Baker <[jamesbaker@quinnemanuel.com](mailto:jamesbaker@quinnemanuel.com)> wrote:

John and Arturo,

Draft proposed order attached.

Thanks,  
Jim

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**From:** John Cooper [<mailto:JCooper@fbm.com>]  
**Sent:** Friday, December 8, 2017 5:32 PM  
**To:** Gonzalez, Arturo J. <[AGonzalez@mofo.com](mailto:AGonzalez@mofo.com)>  
**Cc:** James Baker <[jamesbaker@quinnemanuel.com](mailto:jamesbaker@quinnemanuel.com)>; Matthew Cate <[MCate@fbm.com](mailto:MCate@fbm.com)>; UberWaymoMoFoAttorneys <[UberWaymoMoFoAttorneys@mofo.com](mailto:UberWaymoMoFoAttorneys@mofo.com)>; Boies Service ([BSF\\_EXTERNAL\\_UberWaymoLit@bsflp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflp.com)) <[BSF\\_EXTERNAL\\_UberWaymoLit@bsflp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsflp.com)>; [Uber-sg@LISTS.SUSMANGODFREY.COM](mailto:Uber-sg@LISTS.SUSMANGODFREY.COM); QE-Waymo <[gewaymo@quinnemanuel.com](mailto:gewaymo@quinnemanuel.com)>  
**Subject:** Re: Proposed Stipulation

Jim and Arturo

Please agree upon a formal order for Judge Corley to sign and after you have agreed send it to me and I will call Judge Corley's chambers and send her the draft.

John

John L. Cooper  
Farella Braun + Martel LLP  
Direct: 415 954 4410  
[jcooper@fbm.com](mailto:jcooper@fbm.com)

On Dec 8, 2017, at 12:45 PM, Gonzalez, Arturo J. <[AGonzalez@mofo.com](mailto:AGonzalez@mofo.com)> wrote:

Jim,

Thank you for your email. To avoid any confusion, our position is that what we have requested is not privileged. However, your proposal is that both sides maintain their positions vis-à-vis privilege and that we will not argue that the exchange of this information is a waiver. Your request for an order pursuant to Rule 502 simply seeks to make that point clear. I am going to reach out to our clients, but in the meantime, would you mind sending the proposed Rule 502 order that you would seek. My guess is that it does not need to be more than three lines or so.

**ARTURO J. GONZÁLEZ**

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**From:** James Baker [<mailto:jamesbaker@quinnemanuel.com>]

**Sent:** Friday, December 08, 2017 12:11 PM

**To:** John Cooper ([JCooper@fbm.com](mailto:JCooper@fbm.com)); Matthew Cate ([MCate@fbm.com](mailto:MCate@fbm.com)); UberWaymoMoFoAttorneys; Boies Service ([BSF\\_EXTERNAL\\_UberWaymoLit@bsfllp.com](mailto:BSF_EXTERNAL_UberWaymoLit@bsfllp.com)); [Uber-sg@LISTS.SUSMANGODFREY.COM](mailto:Uber-sg@LISTS.SUSMANGODFREY.COM)

**Cc:** QE-Waymo

**Subject:** Proposed Stipulation

- External Email -

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Arturo,

As we discussed on our December 7 meet and confers, we are writing to memorialize the parties' understanding and agreement with respect to Uber's question about the default setting for chat applications with "on" and "off the record" settings, and whether the litigation holds in this case address those applications and settings in any way. As a result of our discussions, the parties have agreed that both sides will disclose their default settings for any such chat applications and how their litigation holds address this issue, if at all. The parties have further agreed that the disclosure of this information will not constitute a waiver of the attorney-client privilege, work product or any other applicable privilege or protection in any way in this or any other litigation, arbitration or investigation, and that the parties will not use

the “sword/shield” doctrine or make similar arguments to argue for further disclosure of privileged information.

Please let us know immediately if Uber agrees or whether you would like to discuss this issue further.

John,

Rule 502(e) states that “[a]n agreement on the effect of disclosure in a federal proceeding is binding only on the parties to the agreement, unless it is incorporated into a court order.” In light of this, we would also like to request Judge Corley to enter an order pursuant to Rule 502(d), which states that “[a] federal court may order that the privilege or protection is not waived by disclosure connected with the litigation pending before the court—in which event the disclosure is also not a waiver in any other federal or state proceeding.”

Thanks,

Jim

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Farella Braun + Martel LLP

<proposed order.docx>

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